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No. 88-148

Supreme Court, U.S.
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IN THE

Supreme Court of the United States

OCTOBER TERM, 1988

SOUTHERN NATURAL GAS COMPANY,
Petitioner,

v.

JOSEPH F. FRITZ, *et al.*,
Respondents.

On Petition for Writ of Certiorari to the Supreme Court of Mississippi

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BRIEF IN OPPOSITION

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RULE 28.1 LISTING

Compliance with this rule may be found in the Appendix to this brief.

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BRIEF IN OPPOSITION

Respondents request that the Court deny the petition for writ of certiorari, seeking review of the Mississippi Supreme Court's opinion in this case.

STATEMENT OF THE CASE

In January 1980, Exxon began drilling a gas well in the Sandy Hook Field in onshore Mississippi. The drilling unit for the well was covered by a gas sales contract between Exxon and Petitioner Southern. The contract provided for the payment of a deregulated price for any deregulated gas which was sold to Southern. Subsequently, Exxon gave up on the well because of drilling

difficulties. In May 1981, with Petitioner Southern's assurances that he would receive the deregulated contract price, Respondent Fritz took over ownership and operation of the well from Exxon and completed the well in June 1982 as a producer of "high-cost natural gas," [1] which is deregulated under § 121 of the Natural Gas Policy Act of 1978 (NGPA), 15 U.S.C. § 3331(b). Fritz sells Southern only high-cost gas and only from that well.

In March of 1983, after the well had been producing for several months, Southern informed Fritz that it would not pay the deregulated contract price because payment might violate 18 C.F.R. § 270.207.[2] Two months later, Fritz filed a breach of contract action in state court. Southern answered raising § 270.207 as a defense. Eight days after that filing, Southern then filed a petition with the Commission requesting a declaratory order on the same § 270.207 defense.

For over four years, the Commission took no action on Southern's petition. The previously filed state court

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[1] E.g., gas produced from a depth of more than 15,000 feet from a well drilled on or after February 19, 1977. 15 U.S.C. § 3317(c)(1).

[2] Section 504 of the Natural Gas Policy Act of 1978 (NGPA), 15 U.S.C. § 3414(a)(1), prohibits sales of gas in excess of the applicable maximum lawful price. Pursuant to its rule-making authority, the Federal Energy Regulatory Commission (the "Commission") adopted a regulation designed to prevent a seller and a buyer who sell and buy regulated and deregulated gas from one another from circumventing the maximum lawful price rules for regulated gas. 18 C.F.R. § 270.207, entitled "Sales of Volumes of Gas Which Include High-Cost Gas." The purpose of the rule is to prevent a seller, who sells both regulated and deregulated gas to a given buyer, from evading the price ceiling on regulated gas by "hiding" part of the price received for regulated gas in the price received for deregulated gas. The rule is two-fold: no portion of the price paid for the first sale of deregulated gas may represent consideration for the sale of regulated gas, and, to allow this facet to be monitored, all first sales of deregulated gas must be separately billed. 18 C.F.R. §§ 270.207, 272.105.

suit, however, moved forward developing a twenty-three volume record.[3] Finally, on July 18, 1984, in response to motions for summary judgment filed by both Fritz and Southern, the court found that Southern's payment of the deregulated contract price to Fritz for his onshore deregulated gas would not violate the regulation. The basis for the decision was a factual finding that the deregulated price owed Fritz did not represent payment or consideration for Exxon's offshore regulated gas.[4] Petition for Certiorari, Appendix D, pp. 24a-28a.

On appeal, the Mississippi Supreme Court affirmed. In response to Southern's argument that the Commission had primary jurisdiction and the case should be stayed to await a decision by the Commission, the court held that the circumstances of the case were such that the case should not be stayed until the Commission acted. Petition for Certiorari, Appendix A, pp. 8a-11a.

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[3] The record includes extensive depositions of the persons who negotiated and drafted the contracts at issue, as well as voluminous documents produced by the parties.

[4] The state court record establishes that in mid-1978, Exxon and Southern reached agreement to modernize (or "upgrade") nine of their old gas sales and purchase contracts with one another, including their contract covering the Sandy Hook Field in onshore Mississippi. These upgrades amended various provisions and, for the first time, provided for the payment of a deregulated price if and when Exxon ever produced and sold any deregulated gas under the given contract. At the time, however, Exxon had not discovered any deregulated gas nor was Exxon even drilling a well for deregulated gas. During these negotiations and after receiving competitive bids, Exxon agreed to sell Southern gas from a new field in offshore Louisiana; the sale of this offshore gas, however, was not conditioned on Exxon receiving upgrades of the old contracts. The offshore contract was signed in August 1979, and the gas which was subsequently sold under that contract was subject to maximum lawful prices. The amendments to upgrade the old contracts were signed on October 5, 1979. In the belief that the Commission required that consideration be recited for the upgrades of the old contracts, the upgrades recited as "partial consideration" Exxon's agreement to sell Southern the offshore gas.

One portion of the lower court's decision characterized the matter pending before the Commission in the following manner: "Entering a stay for the FERC to exercise primary jurisdiction would be equivalent of sending the case to the graveyard." Petition for Certiorari, Appendix A, p. 11a. Some thirty days later and after over four years of silence, the Commission took its first action on the petition. Without the benefit of any substantive record or having ever held a hearing, the Commission issued a declaratory order which held that Fritz could not collect any of the contract deregulated price. Rather, he could "receive the price Southern would have agreed to pay for the deregulated gas without receiving Exxon's dedication of additional price-regulated reserves." [5] Petition for Certiorari, Appendix F, p. 37a. The Commission left the determination of that price to negotiation or litigation in state court. Both Fritz and Southern have appealed the decision to the Fifth Circuit.

I. THE QUESTION PRESENTED SHOULD NOT BE REVIEWED BECAUSE THE COMMISSION'S DECISION HAS BEEN APPEALED

The Petition makes one and only one important point: "[T]he FERC's ruling is on appeal to the Fifth Circuit which will properly decide whether the ruling is erroneous." Petition for Certiorari, p. 14. As such, Petitioner concedes that the case poses questions relating to jurisdiction and ripeness which make review inappropriate.

A proper review of a Commission decision is direct review by the court of appeals, not review in this Court by the collateral means of granting certiorari to review a state court's factual determination that a contract for the sale of gas involves only that which can be charac-

[5] The state court record establishes that Southern agreed to pay other producers of deregulated gas, who did not sell regulated gas, a deregulated price equal to or greater than the deregulated price owed to Fritz. Petition for Certiorari, Appendix A, p. 8a.

terized as "deregulated." Put another way, reviewing this case on the basis of an alleged conflict between an *appealed* administrative decision and a state supreme court decision would effectively result in the following: initial review of an administrative agency order by this Court which, in turn, bypasses the statutory mandate that such a decision must first be reviewed by the court of appeals. NGPA § 506(a)(4), 15 U.S.C. § 3416(a)(4) (judicial review of a Commission order must first be by the court of appeals before appeal to this Court). Here, if the Fifth Circuit reverses or remands the Commission's ruling, then Petitioner's basis for review by this Court—the alleged conflict between the Mississippi Supreme Court's decision and the Commission's decision—would have been eliminated. *See Piccirillo v. New York*, 400 U.S. 548 (1971) (intervening court decision ended the question); *Cf. Sanks v. Georgia*, 401 U.S. 144 (1971) (subsequent developments eliminated the issue).

Because these questions of jurisdiction and ripeness make review inappropriate, the Petition should be denied.

II. THE PETITION SEEKS REVIEW OF A FINDING OF FACT AND, THEREFORE, DOES NOT SATISFY THE CRITERIA OF RULE 17

The substantive issue in this case subsumes several questions of fact. Does any portion of the deregulated price which Fritz is owed for his sales of onshore deregulated gas to Southern really represent payment or consideration to Exxon for the sale of Exxon's offshore regulated gas to Southern, so that Exxon will receive more than the ceiling price for its regulated gas? Does the deregulated price owed to Fritz contain a "hidden" payment to Exxon for Exxon's regulated gas? Will Exxon receive more than the maximum lawful price for its offshore regulated gas if Southern pays Fritz the contract

deregulated price he is owed for his onshore deregulated gas? What were the parties' intentions? What was the practical construction of the contracts at issue?

This case does not present a question of federal preemption nor exhaustion of administrative remedies. Because Fritz' gas is "high-cost natural gas," and is therefore deregulated,[6] the Commission would not have had jurisdiction over a claim by Fritz to recover the deregulated contract price. *Pennzoil Co. v. FERC*, 645 F.2d 360, 380-82 (5th Cir. 1981), *cert. denied*, 454 U.S. 1142 (1982); *Associated Gas Distributors v. FERC*, 824 F.2d 981, n.25 at 1022, n.30 at 1027 (D.C. Cir. 1987), *cert. denied*, 108 S.Ct. 1468 (1988) ("The Commission has no power under § 5 to set aside or modify clauses in producer contracts relating to nonjurisdictional gas," citing *Pennzoil*); *Forest Oil Corp. v. Tenneco Inc.*, 622 F.Supp. 152, 154-55 (S.D. Miss. 1985) (no FERC jurisdiction over a contractual dispute concerning high-cost gas).

Fritz' only recourse to collect the contract price was to file suit in state court. When Southern pleaded its defense of § 270.207, the state court had jurisdiction to hear and decide the merits of that defense. *Accord Pennzoil Co. v. FERC*, *supra* at 384-86 (extensive discussion of court jurisdiction); *Forest Oil Corp. v. Tenneco Inc.*, *supra* at 154 ("the state or federal court which hears a contractual dispute concerning the sale of gas exempted from exclusive FERC jurisdiction by NGPA § 601(a)(1)(A) is competent to interpret and apply any relevant federal regulations without the need to refer all or part of the case to the FERC," citing *Pennzoil*).

Pennzoil holds that the Commission has no jurisdiction to regulate and interpret a gas purchase contract which covers high-cost gas, even though one party claims that a

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[6] The NGPA exempts high-cost natural gas from maximum lawful prices and from the Commission's jurisdiction under § 1(b) of the Natural Gas Policy Act. 15 U.S.C. §§ 3331(b), 3431(a)(1)(B).

Commission regulation prohibits the collection of a given contract price;[7] the Commission must dismiss any pending contractual interpretation determination once the gas has been determined to qualify under NGPA § 107;[8] and a dispute involving a producer's right to collect a contract price for deregulated gas is to be resolved by a state or federal court, which can interpret the Commission's regulations as well as determine the intention of the parties, applying the contract "law that would govern the parties' dealings were there no regulation at all of the contract's subject matter."[9] "When interpreting escalation clauses, FERC possesses expertise with respect only to technical matters, not with respect to the correct application of the same contract interpretation principles that courts use to fathom the parties' intent. * * * When interpreting a contract, the question is what was the parties' intent, since courts are compelled to give effect to the parties' intentions." 645 F.2d at 385, 387.

Southern's uniformity argument is a complaint that the trial court and the Mississippi Supreme Court did not reach the decision which the Commission suggested in *Columbia Gas Transmission Corp.*,[10] a decision which resulted in remand for an evidentiary hearing on whether

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[7] 645 F.2d at 380-82.

[8] 645 F.2d at 382.

[9] 645 F.2d at 381-82, 385-87. *Accord Forest Oil Corp. v. Tenneco Inc., supra* at 155 citing *Exxon Corp. v. Tenneco Inc.*, No. 83-1640 (W.D. La. December 16, 1983), *aff'd sub nom In Re: Tenneco Inc.*, No. 84-4074 (5th Cir. 1984) ("The fact that federal regulations may be material to the resolution of a contractual dispute clearly does not require the court of general jurisdiction to abstain in favor of a state or federal agency.").

[10] *Columbia Gas Transmission Corp.*, 22 FERC ¶ 63,093 (1982), *aff'd* 26 FERC ¶ 61,034 (1984), *aff'd in part, modified in part*, 26 FERC ¶ 61,334 (1984), *on remand*, 28 FERC ¶ 63,005, *settlement approved* in 39 FERC ¶ 61,245 (1987).

any violation occurred.[11] It is, however, not unusual to apply the same principles to two different fact situations and obtain two different results. That is the long and short of this case: the facts of this case—including the parties' intentions—are different from those in *Columbia;* therefore, it is no real surprise that the result is different. *See Pennzoil, supra* at 386 ("Since the escalation clause's meaning depends on the contracting parties' intentions, which in turn depends on the circumstances of its execution, identical language in different contracts could be interpreted to have different meanings. . . .").

---

[11] Order 204-A, 26 FERC ¶ 61,334, 61,729 (1984). In *Columbia,* Exxon was producing and selling Columbia onshore high-cost gas at a deregulated price under an existing contract. In July 1981, Exxon and Columbia agreed to amend the onshore contract to allow Exxon to receive a higher deregulated price for that flowing gas, in exchange for which Exxon agreed to sell Columbia offshore regulated gas at the maximum lawful price. Exxon subsequently sold Columbia both regulated and deregulated gas. After an evidentiary hearing, an administrative law judge found that the arrangement violated § 270.207. On appeal, the Commission decided that Exxon *may* have violated the NGPA by charging more than the maximum lawful price for regulated gas, but this could not be determined without further evidentiary hearings. The Commission remanded the case for a determination of, e.g., whether violations were committed, if and when Exxon received the higher deregulated price for its onshore gas, and the amount of regulated gas which Exxon sold to Columbia. An administrative law judge subsequently found that § 270.207 had been violated during certain periods of time as to certain production. The case was subsequently settled with no violation being admitted.

The elements of the alleged violation of § 270.207 were that the *same seller* (Exxon) was selling the *same buyer* (Columbia) *both* deregulated gas and regulated gas, and receiving a newly increased deregulated price for the former as the condition for selling the latter at the maximum lawful price. 26 FERC ¶ 61,334 at 61,726-27: ". . . Exxon apparently received (and Columbia paid), for the sale of regulated gas beginning mid-1982, payment in the form of (i) a price increase for unregulated gas from November 1980-October 1981 and (ii) amounts equalling the maximum lawful price on or after delivery of the regulated gas."

Southern's Petition ignores the fact that twenty-three volumes of record were devoted to deciding the factual issue by the courts below. Also ignored is the fact that the only "record" on which the Commission based its decision consisted of Southern's petition and the Respondents' motions to intervene, motions to dismiss and motions to lodge the various state court orders and decisions, as well as the facts that the Commission never held a hearing, never heard any testimony and never even saw any of the testimony and documents which the state courts considered. Rather, Petitioner raises the specter of an "intolerable conflict" having been produced by the Mississippi Supreme Court's decision. Petition for Certiorari, p. 18. This claim, however, does not bear scrutiny. An apparent conflict arises if the Mississippi Supreme Court's decision conflicts with a decision of this Court or some lower court whose judgment is final, and, given that, whether the conflict is real. *Cf.* Rule 17.1(a) and (b). Specifically, an alleged conflict between the final decision of a state supreme court and an *appealed* decision of an administrative agency does not pose an intolerable conflict nor does it warrant review by this Court. *See, e.g., Andresen v. Maryland*, 427 U.S. 463, 470 n.5 (1976) (direct conflict between decision of a court of appeals and that of the highest court of a state); *Ivan Allen Co. v. United States*, 422 U.S. 617, 623-24 (1975) (claimed conflict between decisions of court of appeals and Supreme Court); *Layne & Bowler Corp. v. Western Well Works*, 261 U.S. 387, 392-93 (1923) ("where there is a real and embarrassing conflict of opinion and authority between the Circuit Court of Appeals").

The Commission's decision at issue is not the final judgment of a lower court; the decision has been appealed to a lower court. As yet, no court, other than the Mississippi courts, has passed on the issue; thus, there is no line of decisions with which the Mississippi Supreme Court decision arguably conflicts. If the court of appeals reverses

or remands the agency decision on any one of a number of grounds,[12] the alleged conflict will disappear.

No reason has been given for this Court to depart from its policy of not granting certiorari to review cases involving factual issues. *N.L.R.B. v. Hendricks County Rural Electric Membership Corp.*, 454 U.S. 170, 177 n.8 (1981); *United States v. Johnson*, 268 U.S. 220, 227 (1925). The Petition should therefore be denied.

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[12] The Joint Docketing Statement filed on August 30, 1988 in the Court of Appeals by Fritz and Southern states the following issues: Did the Commission have jurisdiction over Southern's petition? Should the Commission have dismissed the petition because of the Commission's established policy not to assume jurisdiction over a matter which is the subject of a previously filed and pending court suit? Is the previously rendered state court judgment entitled to res judicata and collateral estoppel effects? Does the Commission's order violate the full faith and credit clause and statute? Did the Commission deny Fritz due process of law? Is the Commission's decision supported by substantial evidence? Is the Commission's decision arbitrary and capricious? Did the Commission misinterpret and misapply § 270.207? If correctly applied, does the regulation contravene the NGPA and Congress' intent? Did the Commission have jurisdiction to determine or suggest the price payable? Did the Commission err when it suggested the price which it suggested?

CONCLUSION

For these reasons, the Petition for Writ of Certiorari should be denied.

THIS the 19th day of September, 1988.

Respectfully submitted,

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APPENDIX

APPENDIX

The only parents, affiliates and subsidiaries (except wholly-owned subsidiaries) of the Respondents are those of Exxon Corporation, and they are as follows:

EXXON CORPORATION

Affiliates and Subsidiaries—Not Wholly-Owned

Abu Dhabi Petroleum Company Limited
Ace Polymer Co., Ltd.
Aditivos Orinoco, C. A.
Adria-Wien Pipeline Gesellschaft mit beshrankter Haftung
Aircraft Fuel Supply B. V.
Aishin Sekiyu K. K.
Alberta Products Pipe Line Ltd.
Al-Jubail Petrochemical Company
Altona Petrochemical Company Limited
Alyeska Pipeline Service Company
Andian National Corporation, Limited
Arabian American Oil Company
Aramco Overseas Company
Aramco Services Company
Asakawa Sekiyu K.K.
Asociacion Civil "Colegio Internacional de Caracas"
Atlas Supply Company
Atlas Supply Company of Canada Limited
Australian Synthetic Rubber Company Limited
Aviation Services Saudi Arabia Limited
Awaji Gas Nenryo Kabushiki Kaisha
Azuma Sekiyu K.K.
BEB Erdgas und Erdol GmbH, Hannover
BT Asia Securities Limited
B.W.O.C., Inc.
Bangkok Aviation Fuel Services Limited
Banshu Ekika Gas K. K.
Bayerische Erdgasleitung G.m.b.H.
Beaverhill Resources Limited

Bel-Air Entreposage S. A.
BRIGITTA Erdgas und Erdol GmbH, Hannover
Bryan Woodbine Gathering Inc.
Byron Creek Collieries (1983) Limited
Carlew Inc.
Carnduff Gas Limited
Cary Chemicals Inc.
Castle Peak Power Company Limited
Champlain Oil Products Limited
Changi Airport Fuel Hydrant Installation Pte. Ltd.
Chuo Sekiyu Hanbai K.K.
Commercial Polymers Pty. Ltd.
Compagnie d'Etancheite Africaine en Cote d'Ivoire S. A.
Compania Minera Disputada de Las Condes S.A.
Comptoir Auxiliaire du Petrole
Comptoir Oxonnaxien des Combustibles (C.O.C.)
Computer Centrum Groningen B.V.
DFTG Deutsche Flussigerdgas Terminal GmbH
Daihatsu Sekiyu K.K.
Daiichi Kouyu K. K.
Demulsificantes Del Orinoco, C.A.
Depot Petrolier du Gresivaudan
Depots de Petrole Cotiers
Depots Petrolier de la Corse
Deudan-Holding GmbH
Deutsche Erdgas Transport G.m.b.H.
Deutsche Transalpine Oelleitung G.m.b.H.
Devon Estates Limited
Dixie Pipeline Company
Dukhan Service Company
E S F Limited
Eagle Kenso K.K.
East Japan Oil Development Company, Limited
East Texas Salt Water Disposal Company
Eiko Sekiyu K.K.
Elwerath Erdgas und Erdol GmbH, Hannover
Elwerath Erdol und Erdgas AG
Emirates Chemical Company

Emori Sekiyu K.K.
Emsland-Erdolleitung G.m.b.H.
Energie Marketing Service GmbH (EMS)
Entrepot Petrolier de l'Aveyron (E.P.A.)
Entrepot Petrolier de Mulhouse (E.P.M.)
Erdgas-Verkaufs-Gesellschaft m.b.H.
Esso Chemical Alberta Limited
Esso Energie G.I.E.
Esso Exploration and Production Angola Inc.
Esso Malaysia Berhad
Esso of Canada Limited
Esso Resources Canada Limited
Esso Resources N.W.T. Limited
Esso Resources Ventures Limited
Esso Societe Anonyme Francaise
Esso Standard Tunisie S. A.
Etablissements Cloarec
Exact Reisebyra A/S
Exxon Chemical Pakistan Limited
489061 Ontario Inc.
F. T. Giken Kabushiki Kaisha
F.T. Shyoji K.K.
Federated Pipe Lines Ltd.
Ferngas Nordbayern G.m.b.H.
Ferngas Salzgitter GmbH
Forjas de Colombia, S. A.
Fuji Kogyo K.K.
Gasunie Engineering B.V.
General Bussan K.K.
General Highway K.K.
General Petrochemical Industries Limited
General Sekiyu K.K.
General Sekiyu Okinawa Hanbai K.K.
General Sekiyu Overseas Ltd.
General Shipping Co. Ltd.
General Unyu Kabushiki Kaisha
Geobutane—Lavera
Gewerkschaft Brassert Erdol und Erdgas GmbH

Gewerkschaft Elwerath & Co. GmbH
Gewerkschaft Erdol-Raffinerie Deurag-Nerag
Gewerkschaft Gute Hoffnung Erdgas und Erdol GmbH
Gewerkschaft Kuchenberg Erdgas und Erdol GmbH
Goroku Sekiyu K.K.
Grande Ecaille Land Company, Inc.
Groupement Immobilier Petrolier
Groupement Petrolier Aviation
Groupement Petrolier de la Cote D'Azur
Groupement Petrolier de Nantes
Groupement Petrolier du Finistere G.I.E.
Hannoversche Erdolleitung G.m.b.H.
Hanshin Kyowa Sekiyu K.K.
Hayakawa Sekiyu K.K.
Heinrich Schneider Spedition GmbH
Hiroshima General Gas Juten Kabushiki Kaisha
Hoei Sekiyu K.K.
Hokushin Bussan K.K.
Hokuyu Sekiyu K. K.
Home Energy Company Ltd.
Home Oil Company Limited
Houston Regional Monitoring Corporation
Hydranten-Betriebsgesellschaft
Hydrierwerke Poelitz Aktiengesellschaft
Imperial Oil Limited
Imperial Pipe Line Company, Limited, The
Inada Ekka Gas Kabushiki Kaisha
Industry Promotion Enterprises Limited
Interhome Energy Inc.
Interprovincial Pipe Line (Alberta) Ltd.
Interprovincial Pipe Line (NW) Ltd.
Intoplane Service Company Limited
Iranian Oil Participants Limited
Iranian Oil Services (Holdings) Limited
Iranian Oil Services Limited
Iraq Petroleum Company, Limited
Iraq Petroleum Pensions, Limited
Japan Butyl Company Limited

Japan Coal Liquefaction Development Company, Ltd.
Jersey Nuclear-Avco Isotopes, Inc.
K.K. Aizu General
K.K. Daimaru
K.K. General Sekiyu Hanbaisho
K.K. Genetech
K.K. Heian Sekiyu
K.K. Kanagawa Sekiyu Shokai
K.K. Kyoei Agency
K.K. Kyoei Shosha
K.K. Kyowa Sekiyu Service
K.K. Marugo Izumasa Shoten
K.K. Marutaka Sekiyu
K.K. Nippatsu
K.K. Standard Sekiyu Osaka Hatsubaisho
K.K. Toresen
K.K. Uwano Sekiyu Shokai
K/S Statfjord Transport A/S & Co.
Kabushiki Kaisha Sankyo Plastics
Kai Tak Refuellers Company Limited
Kanto Kygnus Sekiyu Hambai K.K.
Karlsruhe-Stuttgart Rohrleitung Gesellschaft mbH
Kawasaki Kygnus Sekiyu Hambai Kabushiki Kaisha
Keiyo Sekiyu Hanbai K.K.
Kenya Petroleum Refineries Limited
Kibo Sekiyu Hanbai K.K.
Kimura Sekiyu Kabushiki Kaisha
Kinwa Sekiyu K.K.
Kobe Standard Sekiyu K. K.
Kowa Sekiyu K.K.
Kowloon Electricity Supply Company Limited
Kygnus Ekka Gas Kabushiki Kaisha
Kygnus Kosan Kabushiki Kaisha
Kygnus Marketing Service K.K.
Kygnus Sekiyu K. K.
Kyushu Eagle K.K.
LPL Investments, Inc.
Lakehead Pipe Line Company, Inc.

LEAG Aktiengesellschaft fur luzernisches Erdol
Les Docks des Petroles d'Ambes
Long Beach Oil Development Company
Maasvlakte Coal Terminal B.V.
Maasvlakte Olie Terminal N.V.
Magota Sekiyu K.K.
Mainline Pipelines Limited
Maple Leaf Petroleum Limited
Maquinas de Coser y Bordar Sigma, S. A.
Marugo Gas K.K.
MEGAL FINCO
MEGAL GmbH
Meiji Sekiyu K.K.
MESBIC Financial Corporation of Houston
Metro Fuel Co. Ltd.
Mikawa Bussan K.K.
Minerals Limited
Mittelrheinische Erdgas Transport Gesellschaft mit beschrankter Haftung
Montreal Pipe Line Limited/Les Pipe-Lines Montreal Limites
Mr. Lube Canada Inc.
Mytex Polymers Incorporated
NAM—K 7 B.V.
NAM—K 14 B.V.
NAM—K 15 B.V.
NAM/CLOMS—K 8/K 11 B.V.
NAM/CLOMS—L 13 B.V.
N. V. Nederlandse Gasunie
NPC Services, Inc.
Nakabayashi Sekiyu K.K.
Nansei Oil Terminal K.K.
Nansei Sekiyu Kabushiki Kaisha
Native Venture Capital Co. Ltd.
Near East Development Corporation
Nederlandse Aardolie Maatschappij B. V.
Neptune Bulk Terminals (Canada) Ltd.
Nichimo Oil (Bermuda) Co., Ltd.

Nichimo Sekiyu Seisei Kabushiki Kaisha
Nikko Sangyo K.K.
Nippon Unicar K.K.
Nisku Products Pipe Line Company Limited
Nissei Sekiyu Kabushiki Kaisha
Norddeutsche Erdgas-Aufbereitungs G.m.b.H.
Norddeutsche Mineraloelwerke Stettin G.m.b.H.
Nordrheinische Erdgas Transport Gesellschaft
mit beschrankter Haftung
Nord-West Oelleitung G.m.b.H.
Northward Developments Ltd.
Nottingham Gas Limited
107580 Canada Inc.
151742 Canada Inc.
158437 Canada Ltd.
158883 Canada Inc.
159129 Canada Inc.
160837 Canada Limited
Office Prive d'Assurances et de Courtages
Offshore Medical Support Limited
Oil Field Chemicals Company (Saudi Arabia) Ltd.
Oil Service Company of Iran (Private Company)
Oil Spill Response Limited
Oil Transport Company (Saudi Arabia) Limited
Oldenburgische Erdol Gesellschaft m.b.H.
Osaka Ashyu Nenryou K.K.
Osaka Propane Gas Hambai Kabushiki Kaisha
Osaka Sekiyu Gas Yuso K. K.
P.A.C. S.A.R.L. (Pinson Allegret-Causse)
P. T. Stanvac Indonesia
Pars Investment Corporation
Peninsula Electric Power Company Limited
Petroleum Refineries (Australia) Proprietary Limited
Petroleum Services (Middle East) Limited
Petrosvibri S.A.
Pipe Line Services, Inc.
Plantation Pipe Line Company
Polder-Seehafen-Harburg GmbH

Portland Pipe Line Corporation
Primaer Oel GmbH
Progas A/S
Raffinerie du Midi S.A.R.L.
Rainbow Pipe Line Company, Ltd.
Redwater Water Disposal Company Limited
Refineria Petrolera Acajutla, S. A.
Rheingas Erdgasleitungs-Gesellschaft m.b.H.
Rochevert Inc.
Rotterdam Antwerpen Pijpleiding (Belgie)
Rotterdam-Antwerpen Pijpleiding (Nederland) N. V.
Ruhrgas Aktiengesellschaft
S.A. du Pipeline a Produits Petroliers sur
Territoire Genevois (SAPPRO)
S.A.R.L. Visin
SEAG Aktiengesellschaft fur schweizerisches Erdol
S.O.P.—Societa Oleodotti Padani S. p. A.
Saitama Sekiyu Hanbai K.K.
Sakurajima Futo K.K.
Sanko Oil Kabushiki Kaisha
Sanyo Sekiyu K.K.
Saraco S. A.
Saudi Arabian Lube Additives Company Limited
Schubert KG
Scurry-Rainbow Oil Limited
Seibu Kygnus Sekiyu Hambai Kabushiki Kaisha
Seismic Industries A/S
Senpoku Oil Service K.K.
SERAM Societa per Azioni
Servacar Ltd.
Shehtah Drilling Limited
Shimoka Sekiyu Kabushiki Kaisha
Shimoyama Sekiyu K.K.
Shin-Nihon Yukagaku Kogyo K. K.
Shinohara Oil K.K.
Shizuoka Kanesho Hambai Kabushiki Kaisha
Smiley Gas Conservation Limited
Sociedad Anonima "Escuela Campo Alegre"

Sociedad de Inversiones de Aviacion
Sociedad Nacional de Oleoductos Ltda.
Societa Italiana per l'Oleodotto Transalpino S.p.A.
Societa per Azioni Raffineria Padana Olii Minerali—SARPOM
Societe Anonyme de Gestion de Stocks de Securite (SAGESS)
Societe Anonyme de la Raffineria des Antilles
Societe Anonyme des Hydrocarbures
Societe Anonyme "Produits Lubrifiants de Madagascar"—PROLUMA S.A.
Societe Belge de Transport par Pipeline
Societe Civile de Mustapha Algerie
Societe Civile de Participation pour la Destruction des Dechets Industriels (SOCDI)
Societe Civile Immobiliere "Courcelles-Etoile"
Societe Civile Immobiliere de la Croix au Chene
Societe Civile Immobiliere du 195 Avenue de Neuilly
Societe Civile Immobiliere Khariessa
Societe Civile Immobiliere "Kleber-Etoile"
Societe Civile Immobiliere "Les Casseaux-Bougainville"
Societe de la Raffinerie d'Alger
Societe de la Raffinerie de Lorraine
Societe de Manutention de Carburants Aviation (S.M.C.A.)
Societe de Manutention de Carburants Aviation Dakar-Yoff, S.A.
Societe de Promotion et de Financement Touristique (CARTHAGO)
Societe d'Entreposage de San-Pedro
Societe des Pipe-Lines de Strasbourg
Societe des Transports Petroliers par Pipe Line
Societe d'Exploitation & de Developpement d'Operations Commerciales
Societe du Caoutchouc Butyl (SOCABU)
Societe du Pipe Line de la Raffinerie de Lorraine
Societe du Pipe-Line Mediterranee-Rhone

Societe du Pipeline Sud-Europeen
Societe Esso de Recherches et d'Exploitation
Petrolieres Esso Rep
Societe Francaise Exxon Chemical
Societe "Geomines-Caen"
Societe Havraise de Manutention de Produits Petroliers
Societe Moteliere de la Petite Campagne
Societe Immobiliere Paris-Niel
Societe Ivoirienne d'Operations Petrolieres S.A.
Societe Malgache de Raffinage
Societe Reunionnaise d'Entraposage
Socony-Standard-Vacuum Oil Company
(Petroleum Maatschappij)
Southern Natural Gas Development Pty. Ltd.
Standard Kosan Kabushiki Kaisha
Standard Service K.K.
Statfjord Transport A/S
Stockage Geologique de Gaz de Lavera
Suddeutsche Erdgas Transport Gesellschaft
mit beschrankter Haftung
Sun East Company Ltd.
Sydis, Inc.
Syncrude Canada Ltd.
Synergistics Industries Limited
System Plaza Kabushiki Kaisha
TAR-Tankanlage Rumlang AG
TBN Tanklager-Betriebsgesellschaft Nurnberg mbH
Taglu Enterprises Ltd.
Taihei Bussan K.K.
Taiko Sekiyu K.K.
Taisei Kogyo Sekiyu Hanbai K.K.
Takahama Kosan Kabushiki Kaisha
Taketsuru Yugyo K.K.
Tanaka Sekiyu Hanbai K.K.
Tankanlage A. G., Mellingen
Tanklager Altishausen A. G.
Tanklager Gesellschaft, Koln
Tanklager-Gesellschaft Tegel

Tanklager Lechelles I S.A.
Tanklager Taegerschen AG
Tecnica Quimica Petrolera, S.A. de C. V.
Tecumseh Gas Storage Limited
THUMS Long Beach Company
Thyssengas G.m.b.H.
TIBA Speditions GmbH
Toa Nenryo Kogyo Kabushiki Kaisha
Tohko Plastics Company, Limited
Tohpren Co. Ltd.
Toko Sekiyu K.K.
Tonen Energy and Marine (Singapore) Pte. Ltd.
Tonen Energy International Corp.
Tonen Maintenance K.K.
Tonen Properties Inc.
Tonen Sekiyukagaku Kabushiki Kaisha
Tonen Tanker Kabushiki Kaisha
Tonen Technology K. K.
Tonex Company Limited
Towa Compounding Co. Ltd.
Towa Sekiyu K.K.
Toyoshina Film Company, Ltd.
Transalpine Oelleitung in Oesterreich Gesellschaft m.b.H.
Trans-Arabian Pipe Line Company
Transgaz Lavera
Tsurumaru Unyu K.K.
Turkish Petroleum Company, Limited
UBGA—Unterflurbetankungsanlage Flughafen Zurich
Van Salt Water Disposal Company
W.A.G. Pipeline Proprietary Limited
Wako Jushi Kabushiki Kaisha
Wako Kasei Kabushiki Kaisha
Wartempomp Nederland B.V.
Westdeutsche Erdollsitungs-G.m.b.H.
Westgas G.m.b.H.
Westgastransport B.V.
Winnipeg Pipe Line Company Limited

Wōrex S.N.C.
Yasaka Sekiyu K.K.
Yellowstone Pipe Line Company
Yoshiki Sekiyu Kabushiki Kaisha
Yoshimi Gas Kabushiki Kaisha
Yuai Sekiyu K.K.
Yugan Kaisha Nishi Kobe Bosai Center